



## GENERAL TERMS & CONDITIONS 2026 MAINFREIGHT FORWARDING NETHERLANDS B.V.

### Article 1 - Acceptance

These General Terms and Conditions apply to all activities of Mainfreight Forwarding Netherlands B.V. and are sent with all quotes. Copies of these general terms and conditions will be provided at no charge, upon request. By issuing an assignment to Mainfreight Forwarding Netherlands B.V. the client consents to the applicability of these terms and conditions.

### Article 2 - Liability for costs

The client remains at all times jointly and severally liable for the payment of the invoices of Mainfreight Forwarding Netherlands B.V. If at the client's request, the costs must be charged to the party with the payment obligation for those charges pursuant to the terms and conditions of delivery, the client bears the costs and risk of doing so in observance of the preceding sentence.

### Article 3 - General

Unless agreed otherwise in writing between the client and the contractor, the following conditions apply to all our transactions and activities:

- 1) For national road transport: the latest version of the General Transport Conditions 2002 (*Algemene Vervoerscondities 2002*, [AVC 2002](#)) filed with the court registries of the District Courts in Amsterdam and Rotterdam.
- 2) For international road transport: the Convention on the Contract for the International Carriage of Goods by Road ([CMR](#)), as well as AVC 2002 as referred to in point 1.
- 3) For storage, entry, removal, management and so on of goods, the Physical Distribution Conditions filed by the Dutch Transport Operators Association (*Transport & Logistiek Nederland*).
- 4) For forwarding activities, the latest version of the Dutch Forwarding Conditions (*Nederlandse Expeditievoorwaarden*), excluding the arbitration clause, filed by the Netherlands Association for Forwarding and Logistics ([FENEX](#)) with the court registries of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam.
- 5) The following applies to the electronic exchange of messages:
  - If information, including that pertaining to the bill of lading, is exchanged by electronic means, the parties shall not dispute the admissibility of electronic messages as evidence in the event of disputes.
  - Electronic messages shall have the same evidential value as written documents unless these messages were not sent, stored and recorded in accordance with the format, level of security and method of sending agreed between the parties.
- 6) In the event that one or more provisions of these conditions differ from the conditions referred to above, these conditions shall prevail except with respect to provisions of mandatory law.
- 7) In the event of any doubt concerning the capacity in which Mainfreight Forwarding Netherlands B.V. is acting or which conditions apply, Mainfreight Forwarding Netherlands B.V. shall decide.

A copy of any of the conditions listed above will be provided at no cost upon request, and can also be downloaded from [www.mainfreight.com/nl/en](http://www.mainfreight.com/nl/en).

Mainfreight Forwarding Netherlands B.V. explicitly rejects the applicability of any general terms and conditions referred to by the other party. Excepting where otherwise agreed, the most recent version of the conditions referred to above applies. If the Dutch text of any of the conditions referred to above deviates from a translation thereof in another language, only the Dutch text shall apply.

### Article 4 - Payment conditions, other conditions

- 4.1 All our listings are based on current exchange rates, fees, employment conditions and fuel prices.
- 4.2 The fees are exclusive of BTW/VAT.
- 4.3 The client for the transport remains liable for all governmental levies that must be borne in the country of import.
- 4.4 Mainfreight Forwarding Netherlands B.V. reserves the right to adjust fees without notice in the event of an increase in cost-determining factors.
- 4.5 Advance commission: 3% with a minimum of € 40,- on the advanced VAT, import duties and other advanced governmental charges. Payment of invoices relating to amounts paid in advance must be paid within the agreed payment term.
- 4.6 The Transport Logistiek Nederland Algemene Betalingsvoorwaarden (T.L.N. General Payment conditions), deposited at the Registry of the District Court at 's-Gravenhage, latest edition, are applicable. Invoices of Mainfreight Forwarding Netherlands B.V. are digital and must be paid within 14 days, excepting where agreed otherwise in writing. If the payment period is exceeded, Mainfreight Forwarding Netherlands B.V. is authorised to charge statutory commercial interest.
- 4.7 Report the complaint(s) on our invoice(s) only in writing to our debtors department within 8 days of the invoice date. See reference on your invoice (email: [debtors.nl@mainfreight.com](mailto:debtors.nl@mainfreight.com)).
- 4.8 If the payment deadline is exceeded and Mainfreight Forwarding Netherlands B.V. takes steps to collect its claim, all judicial and extra-judicial costs involved in the collection of the claim will be borne by the client.
- 4.9 Unless a written notice of complaint is received no later than 8 days after the date of invoice, you are deemed to accept the delivery. This qualifies as a determination pursuant to Article 900, Book 7, Dutch Civil Code.
- 4.10 If the freight payer does not have a VAT code number, Mainfreight Forwarding Netherlands B.V. is authorised to claim payment immediately upon the assignment being issued.
- 4.11 Cash-on-delivery shipments: Mainfreight Forwarding Netherlands B.V. explicitly notifies that it does not offer cash-on-delivery shipment as an option.

- 4.12 Visible damages to a consignment caused by the transport must be reported to Mainfreight Forwarding Netherlands B.V. in writing within 24 hours after receipt, failing which all rights of complaint and/or rights to compensation expire, this without prejudice to other limitations of liability. This should also be noted on the signed bill of lading (POD). Your report will then be processed through our NCR system. Client is never entitled to offset any item against the freight charges due.
- 4.13 Signed bills of lading (POD): for consignments registered electronically, a signed bill of lading may, if available, be consulted at no cost up to a maximum of three months after delivery date. Bills of lading for consignments not registered electronically are subject to a fee (article 5.2). In cases of damage in transport, the signed bill of lading will be provided without these costs. The failure to provide a signed bill of lading will not, under any circumstances, lead to a delay, deferment or non-payment of the claims.
- 4.14 The Client is never entitled to suspend or settle payment obligations towards Mainfreight Forwarding Netherlands B.V.

#### Article 5 - Rate calculation method

The rates are based on a kg-sliding scale per shipment, and are calculated in euro (€). Exceptions in consultation and any other rate structure will take place to a maximum of 2 decimal places.

#### 5.1 Paying weight

The paying weight determines the weight sliding scale applicable to the quote. The paying weight can be determined by taking the highest weight per goods line of:

- the actual gross weight
- the volume weight, which can be determined on the basis of the following premises (shipments can be measured and any additional costs for different dimensions will be charged):

#### EU countries excluding the CIS countries\*:

1m <sup>3</sup>	= 330 kg	Applicable to individual packages
1 loading meter	= 1750 kg	Applicable to pallets and LTL/FTL shipments

#### \*C.I.S (Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Ukraine, Uzbekistan, Iraq, Iran, Tajikistan, Turkmenistan)

1m <sup>3</sup>	= 300 kg	Applicable to individual packages
1 loading meter	= 1500 kg	Applicable to pallets and LTL/FTL shipments

#### Boxes (package):

1-5 packages	Max. weight 25 kg per package Max. 5 packages separately	Calculation based on cubage: length x width x height x 330 kg (or 300 kg*)
> 5 packages	Provide on pallet	Calculation: see under pallets
Package > 25 kg	Provide on pallet	Calculation: see under pallets

#### Pallets:

Pallets	Max weight 1,000 kg (with exception of IBC). Max height: groupage: 2.20m LTL/FTL: 2.60m (for Cyprus and Spain: 2.00m)	Calculation based on loading meters: (length x width) / 2.4 x 1,750 kg (or 1,500 kg*)
Stackable** pallets	Max. weight 500 kg Max. height 1.20 m	Calculation: (l x w) / 2.4 x 1,750 kg (or 1,500 kg*) / 2

#### Bundles/Crates:

Bundles ≤ 25 kg		Calculation: see under Boxes
Bundles > 25 kg		Calculation: see under Pallets + length surcharge if length > 2.4 meters (see 5.2)

**Calculation payable weight shipments for LTL shipments (>2 loading meters and < FTL):** for the calculation of the payable weight of LTL shipments, we assume Euro pallet and/or block pallet sizes. In case of other sized pallets, the length and width of the pallet is rounded up to 0.8/1.2/1.6/2.4 meters. Empty space next to the pallets where no standard pallets can be placed will be included in the calculation.

**\*\* Definition of stackable:** All standard pallets (hpal, block and euro pallet sizes) may be indicated as stackable, if they do not weight more than 500 kg and are not higher than 1.20 m. Stackable pallets in LTL/FTL shipments will have to be delivered stacked save per 2 pieces to be invoiced as stackable (if odd number of pallets then round up to whole pallet places). Stackable means that it is possible and allowed to place a pallet on top of the stackable pallet by us as a carrier without causing an increased risk of damage during transport. For international groupage, ADR shipments are considered non-stackable for security reasons (Limited Quantities excepted). Distribution Netherlands shipments and shipments for C.I.S. countries\* are not allowed to be stacked.

## 5.2 Surcharges

Length surcharge (if length > 2.4 meter and weight > 25 kg):	
o BeNeLux	
> 2.40 meter	€ 90.- per shipment
o Europe (except France and Greece)	
> 2.40 meter ≤ 4.00 meter	€ 90.- per shipment
> 4.00 meter	On request (minimum €150 per shipment)
o France and Greece	
> 2.40 meter	On request
Loading/unloading outside business hours ( before 8:00 hrs or after 17:00 hrs)	On request <sup>1</sup>
Loading and unloading within a time window (during office hours 08:00-17:00 and time records based on <a href="#">GS1 guidelines</a> )	
o Fixed time deliveries (0-59 minutes)	Minimum €100 per time window
o 1 hour time window (60-119 minutes)	€ 65.- <sup>1</sup> per time window
o 2 hour time window (120-179 minutes)	€ 45.- <sup>1</sup> per time window
o 3 hour time window (180-239 minutes)	€ 35.- <sup>1</sup> per time window
o 4 hour time window (= 240 minutes)	€ 30.- <sup>1</sup> per time window
Same-day pick-up when registering a shipment	On request
Unloading/loading at a desired date (later than standard lead times)	€ 15.- <sup>1</sup> per date

<sup>1</sup> not valid for C.I.S. countries

Loading/unloading times per paying weight:		
o Europa		
< 3,000 kg:		max. 0,5 hour per address
> 3,000 kg:		max. 1 hour per address
Border passage		max. 1 hour
o C.I.S.		
Loading times		
< 3,000 kg:		max. 0,5 hour per address
> 3,000 < 15,000 kg:		max. 1 hour per address
> 15,000 kg:		max. 2 hour per address
Unloading times		
< 15,000 kg:		max. 1 day per address
> 15,000 kg:		max. 2 days per address
Border passage		
< 20,000 kg:		max. 6 hours
Waiting costs:		
o Europe	(longer than the above mentioned loading/unloading times)	€ 60.- per hour ** / max € 600 per day
o C.I.S. countries	(longer than the above mentioned loading/unloading times)	€ 60.- per hour ** / € 295 per day **proportional rate applies for portion of an hour
Loading/unloading on islands, mountains, city centres and streets with restricted access	On request / attachment 1	
Rates are based on pick-up/delivery with long curtain trailer (13.6 loading meters) without tail lift up to the first doorstep (unless otherwise agreed). If it is not possible to load/unload with this equipment, this should be specifically mentioned in the shipment. A surcharge may be charged if other equipment has to be used. For ES/PT, rates are based on pick-up/delivery with box trailers.		
Tail lift surcharge per country for LTL/FTL shipments (max load 1000 kg):		
o BeNeLux		€ 75.- per shipment
o Germany		€ 150.- per shipment
o Austria, France, Italy and Switzerland		€ 200.- per shipment
o Other countries		On request
Moffett surcharge	On request	
Register shipment at collection/delivery address (email/via a system/by telephone in advance/telephone during the trip)	€ 12.50 per registration	
Break down pallets (groupage)	On request	
(Re)labelling	On request	
Return of packaging materials (groupage)	On request	

ADR-goods	Article 7
Customs costs	Article 14
Euro pallet exchange	Article 13
Orders which are not issued by electronic systems	€ 15.- per registration
Enclose documents with the invoice	On request
Issue of signed bills of lading (PODs):	
o If the customer requests these himself via our electronic systems	free of charge
o If Mainfreight needs to send the POD to the customer by mail	€ 16,-
Making shipment neutral	On request
Extra loading/unloading address	On request
Transport to and from countries with a currency other than the Euro may be charged with a CAF surcharge. Every quarter the surcharge will be recalculated and will be visible on <a href="http://www.mainfreight.com/the-netherlands/en-nz/caf-surcharge">www.mainfreight.com/the-netherlands/en-nz/caf-surcharge</a> .	
Transport rates do not include fuel surcharge. The fuel surcharge is variable and will be calculated on the first business day of the month for the coming month based on the average diesel fuel price of the preceding month.	
A separate surcharge can apply as compensation for the toll for freight and transit traffic. In that case the surcharges for the tolls (MAUT) are listed separately in your quotation.	
As an organisation, we value the safety and protection of our employees, customers and information. To keep risks manageable, a Safe & Secure allowance of € 1.24 per shipment is charged for each shipment.	
Within the EU, a CO2 charge for sea freight has been introduced to contribute to climate change targets. Within Mainfreight, this Emissions Trading System (ETS) results in an ETS allowance for shipments transported by sea. This ETS allowance will be adjusted quarterly and published on <a href="http://www.mainfreight.com/the-netherlands/en-nz/info-point/transport/ets-adjustment-factor">www.mainfreight.com/the-netherlands/en-nz/info-point/transport/ets-adjustment-factor</a> .	
More and more Dutch municipalities are introducing zero-emission zones. These zones are intended to improve air quality and reduce the emission of harmful substances in urban areas. This requires significant investments in new technologies, infrastructure, and operational adjustments. To enable this transition and ensure the continuity of our services, a zero-emission factor applies. For more information, see our website: <a href="http://www.mainfreight.com/en-nz/introducing-the-zero-emission-factor">www.mainfreight.com/en-nz/introducing-the-zero-emission-factor</a> .	
The obligation to comply with the RO e-Transport system and obtain UIT codes for all international shipments of all types of goods to and from Romania results in a UIT allowance of €10 for all import/export Romania shipments.	
Rates are based on B2B deliveries. Private shipments are on request (surcharge is a minimum of €15 per shipment + any resulting charges for such things as registration (by phone) or time deliveries).	

## Article 6 - Packing and marking

Goods consigned must be properly packaged and labelled with clear information, on each packaging unit, stating the product, the full address of addressee and sender, with icons indicating handling procedures, etc. Any non-current information on the packaging material must be either removed or rendered illegible. The client indemnifies Mainfreight Forwarding Netherlands B.V. for all possible damages and consequential loss resulting from improper packaging.

Individual packing units may be a maximum of 25 kg each. Individual packing units above 25 kg in weight must be provided on pallets regardless of quantity. A maximum of 5 separate boxes may be presented for shipment; consignments of 6 boxes or more must be provided on pallets. Rates for transportation of pallets heavier than 1000 kg are on request. Any packing lists used must be affixed to the consignment.

### 6.1 Canary Islands, United Kingdom and island destinations Portugal

An increasing number of countries are requiring ISPM 15 for wood packaging, including pallets, entering their country upon import. Shipments containing packaging wood and wood packaging not bearing the ISPM 15 mark may be stopped at the border, sent back or even destroyed. For cross-border traffic within the European Union (including Switzerland), ISPM 15 does not apply.

## Article 7 - ADR goods

Mainfreight Forwarding Netherlands B.V. transports almost all ADR goods. The exceptions are shipments of classes 1, 2.3, 5.2, 6.2 and 7. Also excluded are goods with a high hazard potential. Further explanation and the list of exclusions can be found on our [website](#).

If the customer offers dangerous goods for transport, they must comply with the statutory requirements. For these requirements, which relate to packaging, the transport document and labelling, please refer to our [website](#). If these requirements are not met, Mainfreight may impose an incorrect ADR documentation fee with a minimum of €25,- per shipment. Due to legally imposed ADR/IMDG restrictions and mixed loading bans for certain UN numbers, the duration of your ADR shipment may differ from our standard duration.

With regard to lithium batteries, Mainfreight only transports shipments that are packed in accordance with packing instruction P903. Other variants can be transported via our Urgent & Special Services department on request. For possibilities and rates, please contact Mainfreight Forwarding Netherlands B.V. in advance.

A number of UN numbers within ADR contain the special provision CV36. Within our German network, these are not included in regular transport. Should your ADR shipment to/from Germany contain this special provision, please contact Mainfreight Forwarding Netherlands B.V. for the possibilities and rates.

## Cost

If no separate arrangements are made, the ADR surcharge is automatically billed at the moment that a consignment is classified for the ADR. No surcharge is billed for shipments that fall under the "Limited Quantities" rule, except when these shipments also will be transported by sea. In that case, a surcharge (IMDG) is applicable. For options and rates please contact Mainfreight Forwarding Netherlands B.V.

The cost of transporting ADR is as follows:

- Hazardous substances by sea (IMDG): UK, Ireland, Sweden, Norway and island deliveries to the following countries: Denmark, Greece, Spain, Portugal, Germany, France, Italy: 15% on the agreed price of the entire shipment with a minimum of € 75,- and a maximum of € 275,00 per shipment. Classes 2.1, 4.1, 4.2, 5.1 and 5.2 can only cross water on request;
- Armenia, Azerbaijan, Georgia, Iran, Kazakhstan, Kyrgyzstan, Ukraine, Uzbekistan, Russia, Tajikistan, Turkey Turkmenistan, Belarus and Finland: ADR surcharge: 15% on the agreed price of the entire shipment with a minimum of € 100,- and a maximum of € 275,- per shipment. ADR shipments are on request.
- Cyprus: ADR on request
- ADR surcharge, all other destinations: 15% over the agreed price of the entire shipment with a minimum of € 30.- and a maximum of € 275.- per shipment.

## Article 8 – HACCP, excisable products and veterinary and phytosanitary goods

If the goods offered in shipments differ from packaged, non-conditioned commercial goods, prior arrangement with Mainfreight Forwarding Netherlands B.V. is required. Due to legal regulations regarding co-loading with hazardous substances, the client must explicitly state in the booking that the goods are food-related (HACCP). Transport of excisable goods and veterinary (of animal origin) / phytosanitary (of plant origin) products is only possible if coordinated in advance. Rates for this are available upon request. If the goods are not correctly described, Mainfreight may apply an incorrect goods description fee of at least €25 per shipment.

## Article 9 - REACH (Registration, Evaluation, Authorisation and Restriction of Chemical Substances), European Chemicals Regulation (Regulation 1907/2006/EC)

REACH is applicable to every company producing, importing, distributing or using chemicals, preparations and/or objects using chemicals in the European Union. Mainfreight Forwarding Netherlands B.V. does not have end responsibility for REACH and cannot be classified as importer under REACH. The final responsibility for compliance with REACH remains with the client. Consequently, Mainfreight Forwarding Netherlands B.V. assumes that the client itself complies/will comply with the obligations under REACH. When a consignment subject to REACH is registered with Mainfreight Forwarding Netherlands B.V., the REACH registration number must be notified to Mainfreight Forwarding Netherlands B.V. as follows:

"REACH:" followed by the registration number.

Substances for which registration numbers cannot be given or are not found on the list cannot be accepted for handling by Mainfreight Forwarding Netherlands B.V.

Transport is not covered by REACH and is another legislation. For documents relating to transport we will copy you to a copy of the self-contained (pre) registration number with the shipping documents. However, we advise you to contact the Information Center at +3188-4890000 of the IL&T (see [www.ilent.nl/contact](http://www.ilent.nl/contact)) if you have any doubts or questions. Addition can be found from the checklist and roadmap on the site of the state government [www.chemischestoffengoedgeregeld.nl](http://www.chemischestoffengoedgeregeld.nl).

## Article 10 - Registration and cancellation procedure

The orders should be issued by electronic means (EDI or internet):

### Groupage (up to 3500 kg payable weight/2 loading meters/5 euro pallets/4 block pallets):

- Distribution Netherlands and export: no later than 4 pm, 1 working day prior to collection date
- Import: no later than 12 pm, 1 working day prior to collection date

Please contact us for possibilities for pick up the same working day.

### LTL/FTL (from 3500.01 kg payable weight/2.01 loading meters/6 euro pallets/5 block pallets):

- Europe: no later than 1 working day prior to collection date before 12 pm
- C.I.S. countries: 2-3 working days prior to collection date

LTL/FTL shipments are loaded directly and, without notice, may not be included in groupage shipments.

### Cancellations:

Cancellations can only be done in writing and the following costs will be charged:

- Europe:
  - Cancellation on the working day prior to collection date after 12 pm and before 4 pm = 70% of the agreed shipping rate
  - Cancellation on the working day prior to collection date after 4 pm = 100% of the agreed shipping rate
  - Cancellation on the working day of pickup = 100% of the agreed shipping rate
- C.I.S. countries
  - Cancellation two working days prior to collection date = 25% of the agreed shipping rate
  - Cancellation on the working day prior to collection date after 8.30 am = 100% of the agreed shipping rate
  - Cancellation on the working day of pickup = 100% of the agreed shipping rate

### Dead freight:

Dead freight is reserved capacity that is not or partly being used. This may occur because goods are not ready, a wrong address or a closed address. Dead freight will be charged with the agreed shipping rate. If we have to make a second delivery attempt, both the first and second transport costs will be charged. If a shipment, at the request of the freight payer, needs to remain temporarily at Mainfreight, it may be returned at the freight payer's expense after 10 working days.

## Article 11 - Terms of delivery

Mainfreight Forwarding Netherlands B.V. uses the Incoterms of the international Chamber of Commerce (Incoterms 2010). You can find these on our website [www.mainfreight.com/IncotermsNL-EN](http://www.mainfreight.com/IncotermsNL-EN). The cost for subsequently changing the terms of delivery (incoterms) is €45 per shipment.

## Article 12 – Transit times

The specified delivery or transit times are indicative and no rights can be derived from them. For timely pickup and delivery of shipments, it is very important that Mainfreight is in possession of the contact information of both the pickup address and the receiving address.

## Article 13 - Euro pallets/gitter boxes (cargo carriers)

Unless expressly agreed otherwise, EURO-pallets will not be exchanged. If it is agreed upon that EURO-pallets will be exchanged, then the exchange process will be governed by the "Mainfreight EURO-pallet exchange conditions" at [www.mainfreight.com/palletpoolNL-EN](http://www.mainfreight.com/palletpoolNL-EN).

## Article 14 - Documentation/clearance/export declaration costs

For shipments to and from countries outside the EU, the following documents are required in addition to the original commercial invoice (for the requirements regarding this invoice, please refer to our [website](#)) and packing list. The following costs will be charged for this:

- Customs documentation: inclusive 1 HS code per document, each additional HS code is € 8,- per HS code
  - o Registration for import in NL € 60,- per shipment (one-time signed Direct Representative required)
  - o Registration for export in NL € 44,- per shipment (one-time signed Direct Representative required)
  - o Transit documentation € 49,- per shipment
- Certificates of origin:
  - o ATR € 55,- per document (one-time signed Form Power of Attorney required)
  - o COO € 65,- per document (one-time signed Form Power of Attorney required)
  - o EUR-1 certificate € 78,- per document (one-time signed Form Power of Attorney required)
- Other documents (if required by the government/tax authority):
  - o Product certificate to be supplied by sender
  - o Letter of Credit: € 33,- per document
  - o Electronic administrative document (e-AD for alcohol) to be supplied by sender

The above customs documents are also required for a single shipment within the EU. For more information please visit: [www.belastingdienst.nl/wps/wcm/connect/en/customs/customs](http://www.belastingdienst.nl/wps/wcm/connect/en/customs/customs). If the correct documentation is not provided, Mainfreight may apply an incorrect customs fee of at least €25 per shipment.

Other costs to be taken into account:

- Advance commission: 3% with a minimum of € 40,- on the advanced VAT, import duties and other advanced governmental charges.
- Inspection goods for which Mainfreight or a 3rd party has drawn up an (export and/or import) document and this document has to be checked by customs on (our) location: € 50
- Hand over fee; if we have to provide a 3rd party with information for the preparation of customs documentation or having EUR-1 certificates made out by third parties stamped: €25
- Add / purge externally formatted export document to a by Mainfreight created collective transit document: € 20,-. These are mandatory costs if a 3rd party is used for customs.
- Storage costs: € 10 per started week per packing unit + € 5 administration costs per shipment. The first 5 workable days are free of storage costs.
- We will charge you 1-on-1 for costs arising from audits by government agencies and third parties.
- For the countries Serbia, Bosnia, Montenegro, Kosovo, Albania and Northern Macedonia, customs fees are based on customs clearance through our partner Intereuropa. Additional charges may apply for customs clearance other than through Intereuropa.

In an international transaction, buyer and seller usually agree on an ICC Incoterms® 2010 or 2020 rule. This determines the rights and obligations of both parties with regard to transport, insurance, permits and customs formalities. Shipments with the following incoterms can be handled by Mainfreight:

- DAP (Delivered at Place) plus reference of the agreed place of unloading (=delivery address)
- DDP (Delivered Duty Paid) plus reference of the agreed place of unloading (=delivery address)
- FCA (Free Carrier) plus reference of the agreed place of loading (= loading address)
- EXW (Ex Works) plus reference of the agreed place of loading (= loading address)
- CPT (Carried Paid to) plus reference of the agreed place of unloading (=delivery address)
- CIP (Carriage and Insurance Paid to) plus reference of the agreed place of unloading (=delivery address)
- DAT (Delivered at Terminal) plus reference of the agreed customs terminal (=delivery address)

We advise you to advise your customers to use these Incoterms. Mainfreight charges the principal the freight costs (regardless of the incoterm) from loading to unloading address.

The principal indemnifies Mainfreight Forwarding Netherlands B.V. for all damages and costs, under whatever heading, that arise due to the incorrectness of the data provided by the principal as well as for all (fiscal) assessments by (customs) authorities for whatever reason (see article 3.4). Mainfreight Forwarding Netherlands B.V. is also not responsible for delays/costs that occur through the actions of the importer's clearing agents.

## Article 15 - Customs legislation for export outside the EU, direct representation

The client (exporter) is the declarant for the goods. The client is responsible for the content of the declaration and is liable for the fulfilment of the obligations relating to the filing of the declaration. In addition, the client (exporter) bears the administrative obligation for the declarations and documents. Mainfreight can only submit declarations on behalf of the client (exporter) as direct representative of the client (exporter) for export or re-export.

The following conditions apply:

- The client (exporter) must authorize Mainfreight Customs Clearance B.V. and our agent in writing to act on behalf of the exporter;
- Mainfreight Customs Clearance B.V. remains responsible, within the scope of criminal law, for the correctness of its own actions as direct representative;
- Mainfreight Customs Clearance B.V. cannot file declarations for export and re-export in its own name and on its own account;
- The client indemnifies Mainfreight Customs Clearance B.V. and Mainfreight Forwarding Netherlands B.V. for all damages and costs, of any designation whatsoever, resulting from the inaccuracy of the information supplied by the client, as well as all taxes and other levies by customs or other authorities for any reason whatsoever.

#### **Article 16 - Transport by third parties**

Mainfreight Forwarding Netherlands B.V. is authorised to have the transport carried out by third parties. In cases of third-party transport, Mainfreight Forwarding Netherlands B.V. will act solely as forwarding agent and not as transporter. The activities of Mainfreight Forwarding Netherlands B.V. as forwarding agent are subject to the most recent version of the Dutch Forwarding Conditions (2004), excluding the arbitration clause.

#### **Article 17 – Transporters' liability (national/international)**

Whenever Mainfreight Forwarding Netherlands B.V. conducts international or national transports, the CMR convention or, in supplement there to, the General Transport Conditions 2002 (AVC 2002) apply. These provide for a limitation of liability which may limit the transporters' liability to less than the total amount of the value of the consignment. For full coverage of the actual value of the goods during transport, the client is strongly advised to insure goods against the risks of transport. If desired, the Mainfreight Group can arrange for supplemental insurance at very competitive rates. For the options and rates, contact the Insurance division of the Mainfreight Group. This additional insurance is not available for logistics service providers and carriers.

#### **Article 18 - Reporting obligation for valuable consignments**

The client warrants that the value of the consignment to be transported does not exceed € 50,000. Mainfreight Forwarding Netherlands B.V. accepts the assignment explicitly under this condition. If the value of the consignment to be transported is € 50,000 or more, Mainfreight Forwarding Netherlands B.V. must be notified of the value in writing in advance of the transport. At the explicit request of the client, Mainfreight Forwarding Netherlands B.V. will attempt to contract supplemental insurance for the transport at the client's expense. Without prejudice to the provisions of articles 18 and 19, if the client fails to meet this reporting obligation, then by way of determination under Article 900, Book 7, Dutch Civil Code, all liability of Mainfreight Forwarding Netherlands B.V. is excluded.

#### **Article 19 - Choice of law and the courts**

- All agreements and legal relationships arising from or related to our services are exclusively governed by Dutch law.
- All disputes arising from or related to our services and our agreements will be exclusively be settled by the District Court of Gelderland, seat Zutphen.

## Appendix 1 High mountains and islands of France and Switzerland

Shipments from or to the high mountains in FR and CH and from or to the islands of FR are subject to an additional surcharge. Also, standard lead times do not apply to these areas. These are areas high in the mountains and islands that are difficult to reach by truck.

### France

Postal codes high mountains FR:

04120	05160	05500	06670	09800	38450	38950	65240	66320	73160	73390	73640	74210	74440
04140	05170	05560	06710	11140	38470	38970	65400	66340	73170	73400	73660	74220	74450
04170	05200	05600	06750	11340	38520	64220	65440	66360	73190	73410	73670	74230	74470
04240	05220	05800	06830	31110	38580	64430	65510	66400	73200	73440	73700	74250	74480
04260	05240	06140	06850	31160	38650	64440	65560	66500	73210	73450	73710	74260	74490
04320	05250	06260	06910	31440	38660	64470	65590	66730	73220	73480	73720	74270	74500
04330	05260	06380	09110	38112	38680	64490	65710	66760	73230	73500	73800	74300	74540
04340	05290	06420	09140	38114	38700	64560	66110	66800	73260	73530	73870	74320	74550
04360	05320	06430	09220	38120	38710	64570	66120	66820	73270	73550	74110	74340	74570
04370	05330	06450	09250	38142	38740	65100	66130	73100	73300	73570	74120	74360	74660
04400	05340	06470	09300	38190	38750	65110	66150	73110	73320	73590	74130	74390	74700
04460	05350	06510	09310	38250	38770	65120	66210	73120	73340	73600	74150	74400	74730
04530	05460	06540	09320	38350	38860	65150	66220	73130	73350	73610	74170	74410	74740
04850	05470	06620	09390	38380	38880	65170	66230	73140	73360	73620	74190	74420	74920
05100	05480	06660	09460	38410	38930	65200	66260	73150	73370	73630	74200	74430	74950

Postal code Islands FR:

17111	17480	17630	17880
17123	17580	17670	17940
17190	17590	17740	56360
17410			

Surcharge high mountains and islands FR:

0,00 - 1,5 ldm	€	80,00
1,51 - 3,00 ldm	€	95,00
3,01 - 4,50 ldm	€	110,00
4,51 - 6,00 ldm	€	125,00

### Switzerland

Zip codes and surcharge high mountain CH:

		CH-3906 Saas Fee			CH-3823 Wengen		
from KG	till KG	CH-3920 Zermatt	CH-3801 Jungfrauoch	CH-3823 Eigergletscher	CH-3825 Mürren	CH-3823 kl. Scheidegg	
0,01	25,00	34,81	41,77	38,29	9,28	20,89	
25,01	50,00	34,81	52,22	40,61	9,28	23,21	
50,01	75,00	34,81	64,98	47,57	9,28	30,17	
75,01	100,00	34,81	71,94	49,89	9,28	32,49	
100,01	125,00	34,81	87,03	55,70	12,76	38,29	
125,01	150,00	34,81	97,47	60,34	13,92	42,93	
150,01	175,00	34,81	131,12	75,42	15,08	49,89	
175,01	200,00	34,81	131,12	75,42	16,24	56,86	
200,01	225,00	34,81	196,10	104,43	18,57	66,14	
225,01	250,00	34,81	196,10	104,43	20,89	69,62	
250,01	300,00	53,38	196,10	104,43	24,37	85,86	
300,01	350,00	53,38	213,50	113,71	25,53	92,83	
350,01	400,00	53,38	213,50	113,71	25,53	92,83	
400,01	450,00	53,38	213,50	113,71	25,53	92,83	
450,01	500,00	53,38	213,50	113,71	25,53	92,83	
500,01	600,00	104,43	255,27	138,08	31,33	112,55	
600,01	700,00	104,43	300,53	161,29	38,29	131,12	
700,01	800,00	104,43	327,21	174,05	41,77	142,72	
800,01	900,00	104,43	327,21	174,05	41,77	142,72	
900,01	1.000,00	104,43	327,21	174,05	41,77	142,72	
1.000,01	1.250,00	158,97	496,62	264,56	61,50	216,98	
1.250,01	1.500,00	158,97	496,62	264,56	61,50	216,98	
1.500,01	1.750,00	158,97	555,80	293,56	69,62	242,51	
1.750,01	2.000,00	158,97	555,80	293,56	69,62	242,51	
2.000,01	2.250,00	203,06	697,36	370,15	77,74	280,80	
2.250,01	2.500,00	203,06	697,36	370,15	84,70	305,17	
2.500,01	2.750,00	203,06	754,22	401,48	87,03	329,53	
2.750,01	3.000,00	203,06	754,22	401,48	87,03	329,53	
3.000,01	3.250,00	381,75	879,53	468,77	99,79	362,02	
3.250,01	3.500,00	381,75	879,53	468,77	105,59	384,07	